

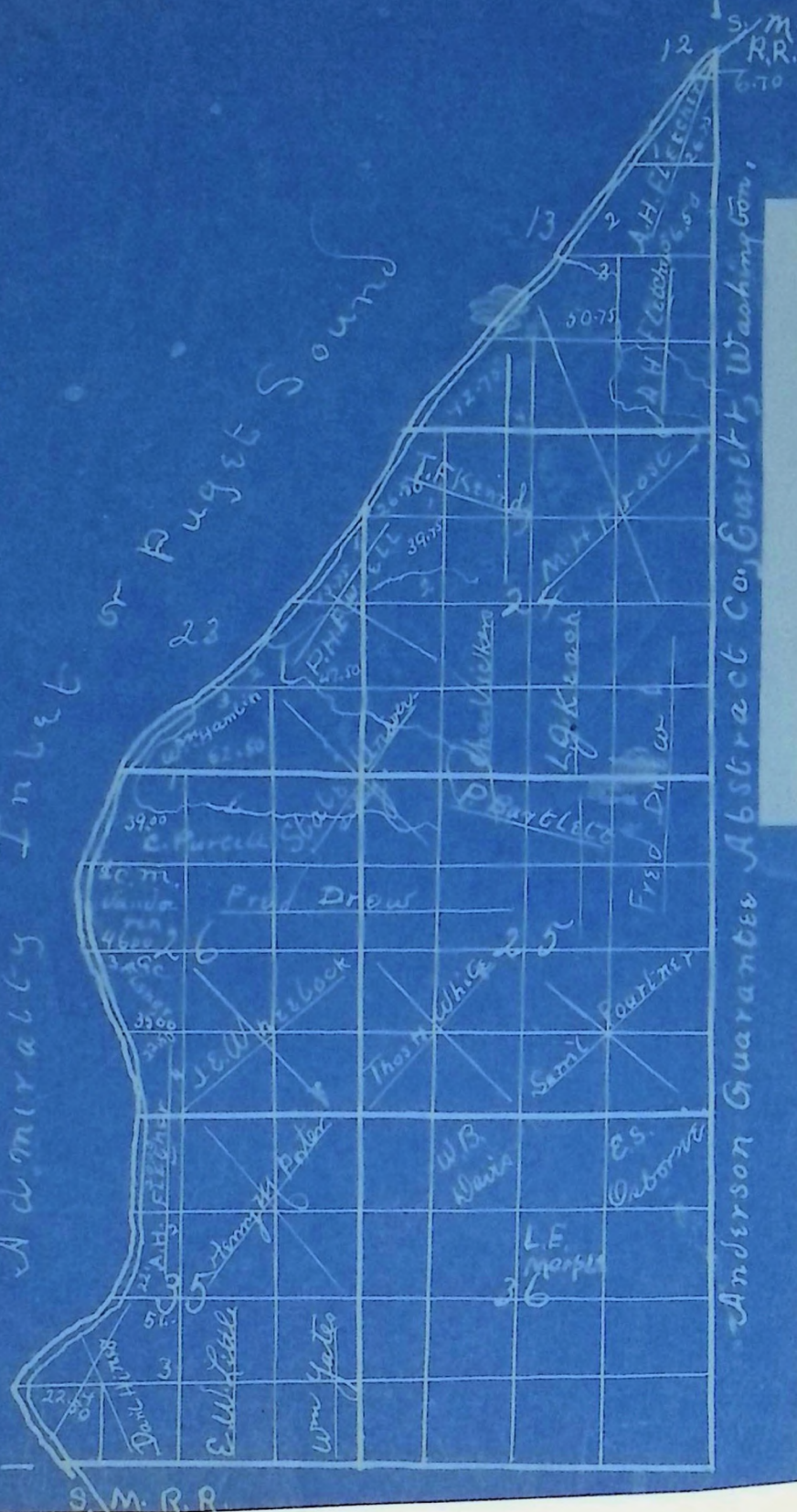
A b s t r a c t o f T i t l e

to

Beginning at the Southeast corner of the Government Water-way located in front of the town, now City of Edmonds, situated on the meander line, thence running 400 feet south $51^{\circ} 23'$ west, thence 153 feet south $38^{\circ} 37'$ east to the true point of beginning; thence on a line running north $38^{\circ} 37'$ west to the point of intersection with the inner Harbor line; thence north along the inner Harbor line to intersect the Southwest corner of the "Water-way" thence Southeasterly along the South Water-way to the Southeast corner thereof, thence Northeasterly along the Easterly line to Dayton Street, thence Southeasterly to a point 30 feet Westerly of the Great Northern Railroad right of way, thence Southwesterly parallel to said railroad and 30 feet distant therefrom to the place of beginning, being a tract in Lot Three (3) and in the Tide Lands in front thereof, in Section Twenty-three (23), Township Twenty-seven (27) North, Range Three (3) East W.M. Situated in Snohomish County, Washington.

ANDERSON GUARANTEE ABSTRACT COMPANY,

Everett, Washington.



East, con-
water,

and Office.

sheet no.

Inst. No. 2

Office No. 428

United States

Patent

to

Dated Jan. 20, 1882

William H. Hamlin

Filed Oct. 20, 1883, 9:30 A.M.

Vol. 4 Deeds, page 766

Cert. 5766

Grants

Lot 3, of Sec. 23, Twp. 27, North of Range 3 East, containing 52.50 acres, in Olympia Land District, subject to water, mining, agricultural and other rights as provided by law.

By the President, Chester A. Arthur

By Wm. H. Cook, Secy.

(Seal)

Rec. Vol. 11 page 288

S. W. Clark, Recorder General Land Office.

Inst. No. 3

Office No. 119

Wm. H. Hamlin and Marie

Mortgage

Hamlin, his wife,

Dated Nov. 12, 1895

to

Filed Nov. 13, 1895, 3:35 P.M.

Katherine Wist

Vol. 27 Mtgs. page 119

Mortgages lands in Snohomish County, Washington, described
as:

Lot 3 of Sec. 23, Twp. 27 North, Range 3 E.W.M. containing
52.50 acres, excepting those certain tracts heretofore conveyed to
the Seattle & Montana Railroad Company for Depot purposes and for
right of way and to the Pennsylvania Iron & Steel Company.

to secure the payment of Eight Hundred Dollars.

Properly executed.

Inst. No. 4

Office No. 213

Katherine Wist

Release

to

Dated Oct. 2, 1900

William H. Hamlin and Marie

Filed Oct. 3, 1900, 9:46 A.M.

Hamlin, his wife.

Vol. 36 Mtgs. page 455

Cons. \$800.00 etc.

Certifies that a mortgage executed by William H. Hamlin and Marie Hamlin to Katherine Wist to secure the payment of Eight Hundred Dollars, dated Nov. 12, 1895, and recorded in Vol. 27 of Mortgages on page 119, upon the premises therein described as:

Lot 3 of Sec. 23, in Twp. 27 North, Range 3 E.W.M. containing 52.50 acres, excepting those certain tracts heretofore conveyed to the Seattle & Montana Railroad Co. for depot purposes, and for right of way and to the Pennsylvania Iron & Steel Company situated in Snohomish County, Washington, is fully paid, satisfied and discharged.

Ack. Oct. 2, 1900 before A. J. Tennant, Notary Public in and for Washington, residing at Seattle.

(Seal, Com. Expires Jan. 13, 1902)

Inst. No. 5

Office No. 85

W. H. Hamlin and Marie

Right of Way Deed

Hamlin, his wife,

Dated - - -

to

Filed June 2, 1891, 9:02 A.M.

Seattle & Montana Railway

Vol. 17 Deeds, page 130

Co. a corporation.

Cons. \$1.00

First parties give, grant, bargain, sell and convey unto second party, successors and assigns lands in Snohomish County, Washington, described as:

A tract of land 150 feet wide, being all that portion of the following described lands that lie within 200 feet on the West side of the center line of the rail way of said Company as the center line is now located over and across Lot 3 of Sec. 23 and Lot 1; tract described as follows: beginning at a point on the North line of Lot 3 and 50 feet at right angles westerly from the center line of said railway thence West along the North line of said Lot 3 to a dyke which point is 150 feet from the center line at right angles thereto; thence along said dyke in a southerly direction to a point which is 200 feet westerly from said center line and at right angles thereto; thence Southerly and 200 feet distant from said center line westerly and parallel thereto a distance of 2000 feet from the North line of Lot 2 measured along said center line of said railway; thence Easterly to a point 50 feet westerly from said center line and at right angles thereto; thence Northerly to place of beginning, in Sec. 26, Twp. 27 North of Range 3 E.W.M. containing 7 acres, more or less.

5 Said strip of land is conveyed upon the condition that a depot shall be constructed by Oct. 30, and that all road crossings shall

Contents of

ABSTRACT OF TITLE TO YOST WATERFRONT PROPERTY

This land extended about 400 ft. South of Dayton Street and was used as a Lumber Yard by A. M. Yost & Sons which was the assumed name under which A. M. Yost conducted the business. The Lumber Yard business started about 1908 and continued until December 1942 under the management of John E. Yost. The property was then leased to Pointer Willamette Co. who used it to build Barges and other materials for the Government during World War #2.

Original Purchase price was \$1,500. on Mar. 28, 1906. Upon death of A. M. Yost, Aug. 15, 1915 it was appraised at \$6,000. and title passed to the A. M. Yost Estate corporation. This Corporation was dissolved in 1956 and changed to a Partnership named Yost Investment Co. who sold the property to R. W. Pointer on June 1, 1961 for \$75,000.

Abstract Contents

<u>Sheet No.</u>	
2	Patent: United States (Pres. Chester A. Arthur) to William H. Hamlin 1882
3 & 4	Mortgage and Release of Mortgage.
5-11, Inc.	Right of Way Deed to Seattle & Montana Railway Co.
12-14 "	Deed: Hamlin to John W. Lyke 1906
15-33	Miscellaneous contracts and mortgages.
34-36	Deed: John W. Lyke to A. M. Yost. Mar. 28, 1906
	Thus Mr. Yost became the third owner of this property.
37-94	Probate filings of ESTATE OF ALLEN M. YOST 1915

1 2 3 4

17 Ds pg 130 (2)

be constructed by July 1, 1891.

Covenants of General Warranty.

Ack. May 26, 1891 before Thomas Burke, Notary Public in and
for Washington, residing at Seattle.

(Seal,)

Wm. H. Hamlin and Marie

Deed of Correction

Hamlin, his wife,

Dated Aug. 2, 1895

to

Filed Oct. 18, 1895, 2:50 P.M.

Seattle & Montana Railway

Vol. 38 Deeds, page 412

Company, a corporation.

Cons. \$1.00 and other value

Recites that whereas on May 26, 1891, first parties conveyed unto second party the lands in said deed described which deed is of record in Vol. 17 of Deeds page 130, records of Snohomish County, Washington, and

Whereas there is an error in the description in said deed, the latter part of the description reading "2000 feet from the North line of Lot 2" instead of reading "2000 feet from the North line of Lot 3", and whereas the said first party intended to convey the property hereinafter described to said second party:

Now, therefore, first party for the purpose of correcting said error, give, grant, bargain, sell and convey unto second party, successors and assigns, lands in Snohomish County, Washington, described as: A strip of land 150 feet wide and being all that portion of the following described lands that lay within a distance of 200 feet on the West side of the center line of the railroad of said Company as the said center line is now located over, across and upon Lot 3 of Sec. 23 and Lots and tract described as follows: beginning at a point on the North line of Lot 3 and 50 feet at right angles westerly from the center line of said railway; thence West along the North line of said Lot 3 to a dike which point is 150 feet from the center line and at right angles thereto; thence along said dike in a southerly direction to a point which sheet no. 7

38 Ds pg 412 (2)

200 feet westerly from said center line and at right angles thereto, thence Southerly and 200 feet distant from said center line westerly and parallel thereto a distance of 2000 feet from the North line of Lot 3 measured along the center line of said railway; thence easterly to a point 50 feet westerly from said center line and at right angles thereto; thence northerly to place of beginning, in Sec. 26 Twp. 27 North of Range 3 East W.M. containing 7 acres, more or less.

Conditioned that a depot shall be constructed by Oct. 30, and that all road crossings shall be constructed by July 1, 1891.

Covenants of General Warranty.

Ack. Oct. 16, 1895 before O. C. McGilvra, Notary Public in and for Washington, residing at Seattle.

(Seal, Com. Expires June 13, 1899)

Inst. No. 7

Office No. 86

W. H. Hamlin and Marie

Right of Way Deed

Hamlin, his wife,

Dated - - -

to

Filed June 2, 1891, 9:03 A.M.

Seattle & Montana Railway

Vol. 17 Deeds, page 132

Co. a corporation.

Cons. \$1100.00

First parties give, grant, bargain, sell and convey unto second party, successors and assigns, lands in Snohomish County, Washington, described as:

a strip of land 100 feet wide over and across Lot 3 of Sec. 23 and Lot 1 in Sec. 26 Twp. 27 North of Range 3 E.W.M. said strip containing 8 acres, more or less.

Together with the right to go upon the land adjacent to the center line of said right of way for a distance of 200 feet on each side thereof to cut down trees dangerous to the operation of said road.

Ack. May 26, 1891 before Thomas Burke, Notary Public in and for Washington, residing at Seattle.

(Seal)

Inst. No. 8

Office No. 128

W. H. Hamlin and Marie

Grant of Easement

Hamlin, his wife,

Dated Nov. 11, 1891

to

Filed Jan. 23, 1892, 4:31 P.M.

Seattle & Montana Railway

Vol. 20 Deeds, page 204

Co.

Cons. \$1.00

Recites that whereas the first parties hereto are the owners of Lot 3 Sec. 23; Lot 1 Sec. 26 and Northwest $\frac{1}{4}$ of Northeast $\frac{1}{4}$ of Sec. 26 all in Twp. 27 North of Range 3 E.W.M. Snohomish County, Washington, and that second party desires to lay a water pipe extending in an easterly and westerly direction to conduct water from a stream in Sec. 26, said Twp. and Range to the East of the above described lands of the said first parties through and across Lot 3, Sec. 23; and Lot 1 Sec. 26 and also Northwest $\frac{1}{4}$ of Northeast $\frac{1}{4}$ of Sec. 26, in said Twp. and Range to the water tank situated on the line of railway of said second party in said Sec. 23, Twp. and Range aforesaid.

Now therefore, first party in consideration of, the privilege of piping not to exceed 1000 gallons of water per day from said tank, grants, bargains, sells and conveys unto second party, successors and assigns 1st. the privilege of constructing and maintaining a dam across said stream in said Sec. 26, so as to form a pond in said stream. 2nd. The right to take not to exceed 40 gallons of water per minute from said pond. 3rd. to lay an iron pipe from $2\frac{1}{2}$ to 4 inches in diameter, sufficiently below the surface so as not to interfere with cultivation across Lot 3, Sec. 23; Lot 1, Sec. 26; Northwest $\frac{1}{4}$ of Northeast $\frac{1}{4}$ of Sec. 26, Twp. 27, North of Range 3 East from said pond in Sec. 23, to sheet no. 10

20 ds pg 204(2)

the water tank of second party also the right to go upon said premises to inspect and repair said water pipe. It is understood that second party shall at all times keep said water pipe and dam in repair at its own expense.

Ack. Nov. 11, 1891, before L. L. Austin, Notary Public in and for Washington, residing at Edmonds.

(Seal, Com. Expires June 30, 1895)

Inst. No. 9

Office No. 291

William H. Hamlin, widower

Warranty Deed

to

Dated Apr. 16, 1901

John W. Lyke

Filed Apr. 22, 1901, 8:32 A.M.

Vol. 56 Deeds, page 509

Cons. \$1.00 and other value

First party conveys and warrants unto second party, lands in Snohomish County, Washington, described as:

Lot 3 of Sec. 23, Twp. 27 North of Range 3 E.W.M. containing 52.50 acres. Excepting tract heretofore conveyed to Seattle & Montana Railroad Company, Pennsylvania Iron & Steel Co. and Yost Saw Mill.

Ack. Apr. 16, 1901, before Barent Van Buren, Notary Public in and for Cook County, Illinois.

(S E A L)

Revenue \$1.00 cancelled.

sheet no. | 2 ✓

Inst. No. 10

Office No. 161

William H. Hamlin

Affidavit

to

Filed Dec. 26, 1906, 8:52 A.M.

The Public

Vol. 26 Misc. page 267

Affiant deposes and says: That he is the William H. Hamlin to whom was granted by the United States Lot 3, Sec. 23, Twp. 27 North, Range 3 East, Snohomish County, Washington. That at the time said property was granted to him he was a married man and the name of his wife was Marie Hamlin. That the said Marie Hamlin died on or about Nov. 7, 1899 since which time affiant has been and now is a widower.

That the only heirs of said Marie Hamlin were affiant her widower and E. H. Hamlin and that at the time of the death of said Marie Hamlin she left no other children, nor decendants of any deceased children and that the said E. H. Hamlin and affiant were her sole heirs at law.

That the estate of said Marie Hamlin was never probated and she left no will and all claims against her on her estate were settled by affiant and that there are no unpaid claims against the estate of the said Marie Hamlin and further affiant saith not.

Subscribed and sworn to before F. L. Brown, Notary Public - - - -
residing at Edmonds.

(Seal, Com. Expires Sept. 30, 1908)

Inst. No. 11

Office No. 553

E. H. Hamlin and Irene

Hamlin, his wife,

to

John W. Lyke

Warranty Deed

Dated Mar. 27, 1906

Filed Apr. 4, 1906, 9:33 A.M.

Vol. 96 Deeds, page 553

Cons. \$10.00

First parties grant, bargain, sell, convey and confirm to second party, heirs and assigns, lands in Snohomish County, Washington, described as:

Lot 3 Sec. 23, Twp. 27 North, Range 3 E.W.M.

Covenants of General Warranty, against those claiming by, through or under first parties.

Ack. Mar. 27, 1906 before Henry F. McClure, Notary Public in and for Washington, residing at Seattle by E. H. Hamlin and Irene Hamlin-----

(Seal, Com. Expires May 17, 1908)

Inst. No. 12

Office No. 170

IN THE SUPERIOR COURT OF SNOHOMISH COUNTY, WASHINGTON.

Edmonds Water Company, a
corporation Petitioner.

Lis Pendens

Dated June 5, 1901

vs.

Filed June 6, 1901, 2:16 P.M.

John W. Lyke and Jane Doe, his

Lis Pendens 3, page 167

wife, Marie Hamlin and John

Doe, her husband, J. W. Hamlin and Jane

Doe, his wife, George Brackett and

Jane Doe, his wife, and Puget Sound

Machinery Depot, a corporation,

Defendants.

The object of this action is to condemn and appropriate the water flowing in two streams over and across lands in Snohomish County Washington, described as:

(Lands not affected by this abstract)

Lot 3 less right of way of Seattle & Montana Railway Company and 4 acres deeded to the Pennsylvania Iron & Steel Co. and also the North $\frac{1}{2}$ of Southeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$ in Sec. 23, Twp. 27 North of Range 3 E.W.M.

Inst. No. 13

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON,
FOR SNOHOMISH COUNTY.

Edmonds Water Company, a corporation.

Petitioner.

-vs-

John W. Lyke and Jane Doe Lyke, (whose true christian name is unknown), his wife, Marie Hamlin, and John Doe Hamlin, (whose true christian name is unknown), her Husband, J. W. Hamlin and Jane Doe Hamlin, (whose true christian name is unknown) his wife, George Brackett, Puget Sound Machinery Depot, et al. Defendants.

No. 5354

PETITION: Filed June 6, 1901, Action to appropriate water flowing over lands belonging to defendants, to-wit:

Lot 1 less 6 acres, and right of way in Sec. 26, Twp. 27, N. R. 3 E. and NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 26, Twp. 27 N. R. 3 E.

NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 26 and NE $\frac{1}{4}$ of Sec. 24, Twp. 27 N. R. 3 E. Lot 3, less right of way and four acres deeded to the Pennsylvania Iron and Steel Company, and also NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ and SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ all in Sec. 23, Twp. 27 N. R. 3 E.

ORDER OF DISMISSAL: Filed Aug. 6, 1903; "On motion of the plaintiff, it is hereby ordered, that this case be and the same is hereby dismissed without costs.

John C. Denney,

Judge.

Sheet No. 16

Inst. No. 14

Office No. 227

John W. Lyke by W.H.

Land contract

Hamlin, by Power of

Dated Jan. 10, 1906

Attorney

Filed Feby. 14, 1906, 8:15 A.M.

to

Vol. 23 Misc. page 375

F. R. Atkins

Cons. \$500.00

First party agrees to sell and convey to second party, property in Snohomish County, Washington, described as:

(Other lands not affected by this abstract)

Lot 3 Sec 23, 27 3 East, except right of way of Railway and lease of strip 400 feet joining waterway running South, said land containing $106\frac{1}{2}$ acres,

for \$21,300, one-half cash and balance in two years at 6% per annum
30 days given to examine title.

Inst. No. 15

Office No. 234

J. W. Lyke

Power of Attorney

to

Dated Apr. 9, 1901

William H. Hamlin

Filed Feb'y. 15, 1906, 1:30 P.M.

Vol. 23 Misc. page 384

First party appoints second party his agent to sell property in
Snohomish County, Washington, described as: -

(And other lands not affected by this abstract)

Lot 3, Sec. 23, Twp. 27 North, Range 3 East containing 52.50
acres, less and except right-of-way of Seattle & Montana Railroad
and right-of-way and tract to Pennsylvania Iron & Steel Company, at
\$100.00 an acres.

Inst. No. 16

Office No. 554

John W. Lyke and Esther M.

Warranty Deed

Lyke, his wife,

Dated Mar. 20, 1906

to

Filed Apr. 4, 1906, 9:34 A.M.

F. R. Atkins

Vol. 96 Deeds, page 554

Cons. \$21300.00

First parties grant, bargain, sell, convey and confirm to second party, heirs and assigns, lands in Snohomish County, Washington, described as;

(Lands not affected by this abstract)

Lot 3, Sec. 23, all in Twp. 27 North, Range 3 E.W.M.
except (1) the land heretofore conveyed to the Seattle & Montana Railway Co. for right-of-way and depot purposes, and

(2) the land leased to the Standard Mill Co. and extending 400 feet Southerly from the water-way projected Westerly from the end of Dayton Avenue in the Town of Edmonds and west of the dyke along the shore of the Sound, and

(3) the land heretofore conveyed to the Pennsylvania Iron & Steel Co. a corporation, by deed recorded in Vol. 34 of Deeds, on page 574 records of Snohomish County.

Covenants of General Warranty.

Ack. Mar. 20, 1906, before James H. Clark, Notary Public in and for Illinois, residing at Chicago.

(Seal, Com. Expires Dec. 9, 1907)

sheet no. 14

Inst. No. 17

Office No. 242

F. R. Atkins and Mary

Mortgage

Churchill Atkins, his wife, Dated Apr. 3, 1906

to

Filed Apr. 4, 1906, 9:35 A.M.

John W. Lyke

Vol. 58 Mtgs. page 615

Mortgages lands in Snohomish County, Washington, described as:

(Lands not affected by this abstract)

And Lot 3 Sec. 23, all in Twp. 27 North, Range 3 E.W.M. except the land heretofore conveyed to the Seattle & Montana Railway Co. for right-of-way and depot purposes and except the land leased to the Standard Mill Co. and extending 400 feet Southerly from the water way projected Westerly from the end of Dayton Avenue in the town of Edmonds and West of the dyke along the shore of the sound and except the land heretofore conveyed to the Pennsylvania Iron & Steel Works Co. by deed recorded Vol. 34 Page 574 Snohomish County.

Also all that portion of tide land Lot #3 in front of Sec. 23, Twp. 27 North, Range 3 E.W.M. described as follows: Beginning at a point on the meander line from which the meander corner to Secs. 23 and 26 bears South 51° 24' West 317.54 feet and South 20° 52' West 347.43 feet thence from said point of beginning run North 51° 24' East 967.84 feet to intersection with the Southwest boundary line of Dayton Street, thence North 38° 37' West along the Southwest boundary line of Dayton Street to the inner harbor line, thence South 44° 59' 30" West to a point; thence South 51° 43' East to place of beginning, containing 3.57 acres, more or less, except that portion of said tide land Lot 3 in front of sheet no. 20

58 Mtgs. pg 615 (2)

Sec. 23 Twp. 27 North, Range 3 E.W.M. this day conveyed by first parties to John W. Lyke by Warranty Deed and Quit Claim Deed.

(Also other lands not affected by this abstract)

to secure the payment of \$10117.50

Properly executed.

Inst. No. 18

Office No. 218

John W. Lyke

Partial Release

to

Dated Nov. 8, 1906

Frank R. Atkins and Mary

Filed Dec. 26, 1906, 8:53 A.M.

C. Atkins, his wife.

Vol. 62 Mtgs. Page 260

Cons. \$10117.50

Certifies that a mortgage executed by Frank R. Atkins and Mary C. Atkins, his wife, to John W. Lyke to secure the payment of \$10117.50 dated Apr. 3, 1906, and recorded in Vol. 58 of Mortgages on page 615, upon the premises therein described:

All that part of Sec. 23, Twp. 27 North, Range 3 East lying North of the following described line to-wit: Beginning at a point 279 feet North of the intersection of the South line of said Sec. 23 and the center line of the Right-of-Way of the Seattle & Montana Railroad right-of-way running North 51° 43' West to the Shore of Puget Sound and which also lies West of the land of the Seattle & Montana Railroad heretofore conveyed to it by grantors' predecessors in title and which also lies Southerly of the land heretofore leased by grantors' predecessors in title to the Standard Mill Co. Also all that portion of tide land Lot 3 of Edmonds Tide lands which lies in front of adjacent to and abutting upon the upland hereinabove described.

Situated in Snohomish County, Washington, is fully paid, satisfied and discharged. But this release shall not impair the validity of said mortgage as to other land described in said mortgage.

Ack. Nov. 8, 1906, before Faunt Van Buren, Notary Public in and for Illinois, residing at 1251 Madison Street.

(Seal, Com. Expires Apr. 7, 1910)

Inst. No. 19

Office No. 328

John W. Lyke

Assignment of Mortgage

to

Dated Aug. — 1907

William H. Hamlin

Filed Aug. 20, 1907, 11:26 A.M.

Vol. 63 Mtgs. page 421

Cons. \$9100.00

First party assigns unto second party, heirs and assigns, that certain mortgage, together with the promissory note secured thereby, executed by Frank R. Atkins and — — — Atkins, his wife to first party herein, bearing date of Apr. 3, 1906 and recorded in Vol. 58 of Mortgages, page 615 records of Snohomish County, Washington, mortgaging lands in said County.

Ack. Aug. 12, 1907 before Alex Tweed, Notary Public in and for Illinois, residing at Ingleside.

(S e a l)

Inst. No. 70

Office No. 469

William H. Hamlin, (also
known as W. H. Hamlin)

to

S. A. Hanna

Assignment of Mortgage

Dated Nov. 18, 1907

Filed Dec. 27, 1907, 8:6 A.M.

Vol. 67 Mtgs. page 468

Cons. \$1.00

First party assigns unto second party, heirs and assigns, that certain mortgage together with one promissory note secured thereby, executed by F. R. Atkins and Mary C. Atkins, his wife to John W. Lyke bearing date of Apr. 3, 1906, and recorded in Vol. 58 of Mortgages, page 615, records of Snohomish County, Washington, mortgaging lands in said County, described as:

Assignment to first party herein recorded in Vol. 63 of Mortgages page 421, Snohomish County Records.

Ack. Nov. 18, 1907 before S. F. Street, Notary Public in and for Washington, residing at Edmonds.

(Seal, Com. Expires Nov. 19, 1907)

Inst. No. 21

Office No. 199

S. A. Hanna

Release

to

Dated Apr. 24, 1909

Frank R. Atkins and Mary

Filed June 25, 1909, 8:25 A.M.

Churchill Atkins, his wife

Vol. 70 Mtgs. page 246

Cons. \$10,117.50

Certifies that a mortgage executed by second parties to J. W. Lyke and duly assigned to Wm. H. Hamlin, said assignment recorded in Vol. 63 Mortgages, page 421 and assigned by Wm. H. Hamlin to S. A. Hanna in Vol. 67 Mortgages, page 468, and is to secure the payment of \$10,117.50, dated Apr. 3rd, 1906 and recorded in Vol. 58 mortgages page 615, records of Snohomish County, Washington,

situated in Snohomish County, Washington, is fully paid, satisfied and discharged.

Sarah A. Hanna

Ack. Apr. 24, 1909 before Harry L. Keck, Notary Public - - - - -

by S. A. Hanna

(Seal, Com. Expires Feb. 2, 1916)

Venue:- State of Pennsylvania
County of Mercer.

25
sheet no.

22
Inst. No. _____

Office No. 24

State of Washington, By

Warranty Deed

Charles E. Coon, Lieutenant

Dated Mar. 31, 1906

and Acting Governor, Attest: Ben

Filed Apr. 4, 1906, 9:36 A.M.

R. Fish, Assistant Secretary

Vol. 100 deeds, page 29

of State,

Cons. \$320.15

to

F. R. Atkins

First party grants, bargains, sells and conveys to second party, heirs and assigns lands in Snohomish County, Washington, described as:

All that portion of tide land Lot 3 in front of Sec. 23 Twp. 27 North Range 3 East W.M. described as follows: Beginning at a point on the meander line from which the meander corner to Secs. 23 and 26 bear South 51° 24' West 317.54 feet and South 20° 52' West 347.43 feet thence from said point of beginning run North 51° 24' East 967.84 feet to intersection with the Southwest boundary line of Dayton Street, thence North 38° 37' West along the Southwest boundary line of Dayton Street to the inner harbor line, Thence South 44° 59' 30" West to a point Thence South 51° 43' East to the place of beginning, containing 3.57 acres more or less.

(Also other lands not affected by this abstract)

Subject however to any lien or liens that may arise or be created in consequence of or pursuant to the provisions of an act of the Legislature of the State of Washington, entitled "An act prescribing sheet no. 26

the ways in which waterways for the uses of navigation may be excavated by private contract providing for liens upon tide and shore lands belonging to the State, granting rights of ways across lands belonging to the State approved Mar. 9, 1893.

(Seal of the State)

State record of Tide Land Deeds Vol. 7, Page 332.

Inst. No. 23

Office No. 555

F. R. Atkins and Mary
Churchill, Atkins, his wife,
to
John W. Lyke

Warranty Deed
Dated Apr. 3, 1906
Filed Apr. 4, 1906, 9:37 A.M.
Vol. 96 Deeds, page 555
Cons. \$50.00

First parties grant, bargain, sell, convey and confirm to second party, heirs and assigns, lands in Snohomish County, Washington, described as:

All that portion of tide land Lot 3 in front of Sec. 23, Twp. 27 North, Range 3 East of W.M. described as follows: Beginning at the Southeast corner of the Water Way located in front of the town of Edmonds, Washington, situated on the meander line; thence running 400 feet south $51^{\circ} 23'$ West, thence 153 feet South $38^{\circ} 37'$ East to true point of beginning, thence on a line running North $38^{\circ} 37'$ West to the point of intersection with the inner Harbor line; thence North along the Inner Harbor line to a point situated on the Inner Harbor line 100 feet South of the point of intersection of the Inner Harbor line and boundary line of the South side of the Water way; thence along a line running South $38^{\circ} 37'$ East to a point within 30 feet at right angles of the West line of the right-of-way of the Great Northern Railroad, thence South on a line running parallel with the West boundary line of the Great Northern Railroad right-of-way to true point of beginning, as well as all the land situated in front of above land.

sheet no. 24

96 Deeds, page 555 (2)

Covenants of General Warranty.

Ack. Apr. 3, 1906 before Frank S. Griffiths, Notary Public in and
for Washington, residing at Seattle.

(Seal, Com. Expires Oct. 15, 1909)

Inst. No. 24

Office No. 397

F. R. Atkins and Mary
Churchill Atkins, his wife,
to
John W. Lyke

Warranty Deed
Dated Apr. 3, 1906
Filed Apr. 4, 1906, 9:38 A.M.
Vol. 95 Deeds, page 477
Cons. \$1.00

First parties sell, convey and confirm to second party, heirs in Snohomish County, Washington, described as:

All that portion of tide land lot 3 in front of Sec. 23, Twp. 27 North, Range 3 E.W.M. described as follows: Beginning at the Southeast corner of the Water Way situated on the meander line, Thence running North 38° 37' West to the point of intersection with the inner harbor line, thence South 100 feet along the inner harbor line, Thence South 38° 37' East to a point situated 30 feet at right angles of the West boundary line of the Great Northern Railroad Right-of-Way, Thence along a line running parallel with the West boundary line of the Great Northern Railroad Right-of-Way to Dayton Street, thence along the South side of Dayton Street to the Water Way; Thence South along the Water Way to the point of beginning, as well as all tide land situated in front of above described land, together with all appurtenances. Ack. Mar. 31, 1906, before Frank S. Griffith, Notary Public in and for Washington, residing at Seattle.

(Seal, Com. Expires Oct. 15, 1909)

Inst. No. 72

Office No. 49

W. H. Hamlin, — —

Warranty Deed

to

Dated Mar. 28, 1906

F. R. Atkins

Filed Apr. 7, 1906, 8:40 A.M.

Vol. 100 Deeds, page 56

Cons. \$1.00

First party conveys and confirms to second party, heirs and assigns land in Snohomish County, Washington, described as:

(Lands not affected by this abstract)

Also Lot 3 Sec. 23, Twp. 27 North, Range 3 E.W.M. Except

1. The land heretofore conveyed to the Seattle & Montana Railway Co. for right-of-way and depot purposes.
2. The land leased to the Standard Mill Co. and extending 400 feet Southerly from the water way projected Westerly from the end of Daton Avenue in Edmunds and west of the dyke along the shore of the sound.
3. The land heretofore conveyed to the Pennsylvania Iron & Steel Co. a corporation by deed recorded Vol. 34 Deeds, page 574, Records of Snohomish County, Washington.

Ack. Mar. 28, 1906 before F. L. Brown, Notary Public in and for Washington, residing at Edmunds by William H. Hamlin — — —

(Seal, Com. Expires Sept. 30, 1908)

Inst. No. 26

Office No. 560

Frank R. Atkins and Mary Warranty Deed
C. Atkins, his wife, Dated May 5, 1909
to Filed June 22, 1909, 9:22 A.M.
Edmonds Land Co. a corpora- Vol. 117 Deeds, page 534
tion Cons. \$1.00

First parties grant, bargain, sell and convey to second party,
heirs and assigns, lands in Snohomish County, Washington, described as:

(Lands not affected by this abstract)

And also Lot 3 of Sec. 23, all in Twp. 27 North, Range 3 E.W.M.
excepting

1. The land heretofore conveyed to the Seattle & Montana Railway Co. for right-of-way and depot purposes, and
 2. The land situated on the Westerly side of the Railroad right-of-way, leased to the Standard Mill Co. and excepting 400 feet Southerly from the waterway projected Westerly from the end of Dayton Avenue in the Town of Edmonds and West of the dyke along the shore of the Sound and
 3. The land situated on the Westerly side of the railroad right-of-way heretofore conveyed to the Pennsylvania Iron & Steel Co. recorded in Vol. 34 of Deeds, page 574 and
 4. The land situated on the Westerly side of the railroad right-of-way heretofore conveyed to Washington Excelsior & Manufacturing Co. a corporation in Vol. 101 of Deeds, page 301.
- Covenants of General Warranty, except Mortgage in Vol. 58 of Mortgages

sheet no. 32

117 Ds pg 534 (2)

page 615.

Ack. May 6, 1909 before Charles N. Clark, Notary Public in and for
Massachusetts, residing at Northampton.

(Seal, Com. Expires Oct. 18, 1912)

Inst. No. 27

Office No. 447

John W. Lyke and Esther M. Warranty Deed

Lyke, his wife, Dated Mar. 28, 1906

to Filed Apr. 17, 1906, 8:27 A.M.

A. M. Yost Vol. 95 Deeds, page 526

Cons. \$1500.00

First parties grant, bargain, sell, convey and confirm to second party, heirs and assigns, lands in Snohomish County, Washington, described as:

Beginning at the Southwest corner of the Government Water Way located in front of the town of Edmonds situated on the meander line Thence running 400 feet South 51° 23' West Thence 153 feet South 38° 37' East to the true point of beginning, Thence on a line running North 38° 37' West to the point of intersection with the Inner Harbor line Thence North along the inner harbor line to a point situated on the Inner Harbor line 100 feet South of the point of intersection of the Inner Harbor line and boundary line of the South side of the Government Water way thence along a line running South 38° 37' East to a point within 30 feet at right angles to the West line of the Right-of-Way of the Great Northern Railroad, Thence South on a line running parallel with the West boundary line of the Great Northern Railroad to the true point of beginning, as well as all the tide lands situated in front of above described land.

Covenants of General Warranty.

Ack. Apr. 2, 1906 before Baunt Van Buren, Notary Public in and for Illinois, residing at 1251 Madison Street, Chicago, Illinois. by Esther M. Lyke (Seal, Com. Expires Apr. 7, 1906)

24

95 Ds pg 526 (2)

Ack. Apr. 6, 1906 before Frank S. Griffith, Notary Public
in and for Washington, residing at Seattle by John W. Lyke- -

(Seal, Com. Expires Oct. 15, 1909)

Inst. No. 28

Office No. 448

John W. Lyke and Esther

Quit Claim Deed

M. Lyke, -his wife,

Dated Mar. 28, 1906

to

Filed Apr. 17, 1906, 8:28 A.M.

A. M. Yost

Vol. 95 Deeds, page 528

Cons. \$1.00

First parties release, remise and quit claim to second party,
heirs and assigns lands in Snohomish County, Washington, described as:

Beginning at the Southeast Corner of the Government Water way situated on the meander line; thence running North 38° 37' West to a point of interesection with the Inner Harbor line; Thence South 100 feet along the Inner Harbor line, Thence South 38° 37' East to a point situated 30 feet at right angles at the West boundary line of the Great Northern Railroad, Thence along a line running parallel with the West boundary line of the Great Northern Railroad to Dayton Street in the town of Edmonds, thence along the South side of Dayton Street to the Water Way, Thence South along the Water Way to the point of beginning, as well as all tide land situated in front of above described land.

Ack. Apr. 2, 1906 before Barent Van Buren, Notary Public in and for Illinois, residing at 1251 Madison Street, Chicago, Illinois by Esther M. Lyke. — — —
(Seal, Com. Expires Apr. 7, 1909)

Ack. Apr. 6, 1906 before Frank S. Griffith, Notary Public in and for Washington, residing at Seattle, by John W. Lyke— —
(Seal, Com. Expires Oct. 15, 1905)

sheet no. 36

Inst. No. 32

Office No. 67

J. W. Currie, Thos. Winsor, Contract

J. W. Edgcomb, and W. A. Dated Jan. 19, 1888

McDonald, Filed Jan. 23, 1888, 6 P.M.

to Vol. 5 Misc. page 569

W. F. Armstrong and A.M.

Prichard

The first parties agree to sell a shingle mill at Edmonds and second party agrees to buy upon terms as follows:

\$540.00 cash and one note to Parke and Lacey \$724.94 and two notes for \$724.95 and the first party is to hold 50% of the output of the shingle mill as security until the last note is paid when all the interest right, title and claim shall be conveyed to second party by first party.

Inst. No. 33

Office No. 74

H.D. Freeman

Bill of Sale

to

Dated Dec. 11, 1891

A. E. Freeman

Filed Feb. 19, 1892, 1:30 P.M.

Vol. 8 Misc. page 51

Cons. \$200.00

First party grants, bargains, sells and conveys unto second party, property in Snohomish County, Washington, described as:

The Dry House with pipes situated about the shingle mill of said second party at Edmonds.

Ack. Jan. 19, 1892, before W. W. Allen, a Notary Public in and for Washington, residing at Edmonds.

(Seal, Com. Expires March 5, 1894)

Inst. No. 34

Office No. 53

A. E. Freeman

Bill of Sale

to

Dated Dec. 11, 1891

James W. Currie

Filed Feb. 19, 1892, 1:31 P.M.

Vol. 8 Misc. page 52

Cons. \$480.00

First party grants, bargains, sells and conveys unto second party, heirs and assigns property in Snohomish County, Washington, described as:

One Dry House with pipes situated in and about the shingle mill of first party at Edmonds.

Ack. — — — before J. S. Jury, a Notary Public in and for Washington, residing at Seattle.

(Seal, Com. Expires June 5, 1894)

Inst. No. 35

Office No. 6

A. Mowat, R. Mowat,

Bill of Sale

F. S. Maxwell

Dated Jany. 11, 1902

to

Filed Jany. 20, 1902, 8:27 A.M.

Renton Lumber Company, Inc. Vol. 17 Misc. page 7

Cons. \$900.00

First parties grant, bargain, sell and convey to second party,
property in Snohomish County, Washington, described as:

One saw mill complete located at Edmonds including all machinery
and so forth.

Ack. Jany. 11, 1902, before S. F. Street, a Notary Public in and
for Washington, residing at Edmonds.

(Seal, Com. Expires Nov. 19, 1903)

Inst. No. 36

Articles of Incorporation
of
Edmonds Land Company,

Articles of Incorporation
Dated Sept 28th, 1907
Filed Jan 17th, 1918, 4:36 P.M.
File No. 2334

Recites that Luther H. Griffith, George F. Meacham and Frank R. Atkins, citizens and residents of the State of Washington, have associated themselves together for the purpose of forming a corporation, under the laws of the said State to be known as Edmonds Land Company.

The objects of said corporation are: to do a general business of all kinds in real estate; to demand and receive compensation therefore; to own, purchase, sell, mortgage, lease, improve any kind of property, and to deal in the same, and to hold and conduct a general real estate and brokerage business, to create indebtedness, and to give security therefore by bonds, mortgages, deeds of trust, to buy, own and sell, shares of stock of other corporations.

The capital stock of this company shall be \$50,000.00 having 500 shares, with a duration of existence of 50 years from date, and its affairs managed by a Board of three Trustees, at its principal place of business, in Seattle, Washington.

Ack. Dec. 8, 1908, before G. A. Lumbard, Notary Public in and for Washington, residing at Seattle by all of said incorporators.
(Seal, Com. Expires Sept 14, 1910)

Appended to the same is the certificate of I. M. Howell, Secretary of State of State of Washington, stating that the foregoing is a literal, true and complete copy of the said Articles of Incorporation. Dated Dec. 27th, 1917. (Seal of State of Washington and signed by said Secretary)

Sheet no. 99

Inst. No. 37

Office No. 363

Edmonds Land Co. a corpora-
tion, By Frank R. Atkins,
Its President, Attest: By
George F. Meacham, Its Sec-
retary

Mortgage
Dated Dec. 3, 1910
Filed Dec. 21, 1910, 8:46 A.M.
Vol. 82 Mtgs. Page 348

to

Netherlands American Mortgage
Bank, a corporation.

This mortgage secures the payment of Five Thousand Dollars due on December 1, 1913, evidenced by one certain promissory note of even date herewith, bearing interest at 7 per cent. per annum until paid.

Mortgages lands in Snohomish County, Washington, described as:
(Lands not affected by this abstract)

Lot 3 of Sec. 23, Twp. 27 North of Range 3 E.W.M.

1. The land heretofore conveyed to Seattle & Montana Railway Co. for right-of-way and depot purposes, and,
2. The land situated on Westerly side of railroad right of way leased to Standard Mill Co. and extending 400 feet Southerly from water way projected Westerly from the end of Dayton Avenue in the Town of Edmonds and West of dyke along the shore of Sound, and,
3. The land situated on Westerly side of railroad right-of-way heretofore conveyed to Pennsylvania Iron & Steel Co., a corporation, by Deed, recorded in Vol. 34 of Deeds, page 574 and,
4. The land situated on Westerly side of railroad right of way hereto-

sheet no. 109

82 Mtgs. pg 348 (2)

fore conveyed to Washington Excelsion & Manufacturing Co. a corporation,
by Deed recorded in Vol. 10 of Deeds, page 301.

First party agrees to pay all taxes, assessments and insurance
charges, on default in payment of principal or interest as provided by
said note, said lands may be sold according to law.

(Corporate Seal)

Ack. Dec. 3, 1910 before Bradley W. Young, Notary Public for Wash-
ington, residing at Seattle, by officers of above corporation, as
act and deed of said corporation.

(Seal, Com. Expires June 22, 1912)

101

Inst. No. 38

Office No. 805

In the Superior Court of the State of Washington, in and
For the County of Snohomish.

Netherlands American
Mortgage Bank, a corpora-
tion,

Lis Pendens No. 14749
Filed Jan. 18, 1915, 4:50 P.M.
Vol. 6 Lis Pendens, page 75

vs.

Edmonds Land Company, a
corporation (otherwise known as
Edmunds Land Company)

The object of this action is to foreclose a mortgage recorded
in Vol. 82 Mtgs. page 348, records of Snohomish County, Washington,
and the same affects lands in Snohomish County, Washington, described
as:

(Lands not affected by this abstract)

And also lot 3, Sec. 23, all in Twp. 27 North, Range 3 E.W.M.
except

1. The land heretofore, to-wit, prior, to the execution of the
mortgage herein referred to conveyed to the Seattle & Montana Railway
Company for right of way and depot purposes, and
2. The land situated on the Westerly side of the Seattle & Montana
Railway Company's right of way, leased to the Standard Mill Company
and extending 400 feet Southerly from the water way projected Westerly

sheet no. 102

from the end of Dayton Avenue in the town of Edmonds and lying West of the dyke along the shore of the Sound and

3. The land situated on the Westerly side of the Seattle & Montana Railway Company's right of way heretofore conveyed to the Pennsylvania Iron & Steel Co. a corporation by deed recorded in Vol. 34 of Deeds, page 574, and

4. The land situated on the Westerly side of the Seattle & Montana Railway Company's right of way heretofore conveyed to the Washington Excelsior and Manufacturing Co. a corporation by deed recorded in Vol. 101 Deeds, page 301 records of said county.

39 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND
FOR THE COUNTY OF SNOHOMISH.

NETHERLANDS AMERICAN MORTGAGE

BANK, a corporation,

Plaintiff,

No. 14749

vs.

EDMONDS LAND COMPANY, a

Complaint Filed Jan 18 1915

corporation (otherwise known

as EDMUNDS LAND COMPANY)

Defendant .

TO THE HONORABLE JUDGES OF THE ABOVE ENTITLED COURT:

Now comes the plaintiff above named and complains of the defendant above named and for cause of action against it alleges:

I.

That plaintiff, NETHERLANDS AMERICAN MORTGAGE BANK, now is and at all times herein mentioned has been, a corporation duly organized and existing under and by virtue of the laws of the Kingdom of Netherlands, authorized to engage in business within the State of Washington by virtue of having complied with all the laws of the said State of Washington in the premises, and has paid to the Secretary of State of the State of Washington its annual corporate license fee last due, as required by law.

II.

That the defendant, EDMONDS LAND COMPANY, a corporation (otherwise known as Edmunds Land Company) now is and at all times herein

mentioned has been a corporation duly organized and existing under and by virtue of the laws of the State of Washington.

III.

That on or about December 3, 1910 within the State of Washington the defendant EDMONDS LAND COMPANY, a corporation, for a valuable consideration to it in hand paid, made, executed and delivered to NETHERLANDS AMERICAN MORTGAGE BANK, a corporation, its one certain promissory note in writing dated as of that date; that said promissory note above referred to was and is in words and figures as follows:

(Here follows copy of note for the sum of \$5000.00 from Edmunds Land Company to Netherlands American Mortgage bank)

IV.

That on or about the said December 3, 1910, the defendant, Edmonds Land Company, a corporation, was the owner of that real property hereinafter described; that as such owner and on said date within the State of Washington and simultaneously with the execution of the said promissory note and as a part of the same transaction, to secure the payment thereof, together with attorney's fees, taxes, insurance and other lawful assessments and charges, as therein provided, the defendant, Edmonds Land Company, a corporation, made, executed and delivered to the plaintiff herein its certain indenture of mortgage, whereby it mortgaged to the said plaintiff that certain real property situate in Snohomish County, State of Washington, and particularly described as follows, to-wit:

(Here follows a complete copy of the mortgage given by the defendant to the plaintiff herein, a copy of which mortgage is set out in full in this complaint, but is omitted herefrom by reference to the copy of the mortgage set out in this abstract, but the description set out in said Complaint is here set out in full)

All of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 26 and Lot 1 of said Sec. 26 and also Lot 3, Sec. 23, all in Twp. 27 N. R. 3 E.W.M.

Also all that portion of tide land not No. 1 in front of Sec. 26, Twp. 27, N. R. 3 E.W.M. lying in front of the following described upland: Beginning at a point on the westerly line of the Seattle & Montana Railway right of way, 952 feet southerly (measured along said west line of said right of way of the intersection of the said right of way and the south line of section 23, Twp. 27 N. Range 3 E.W.M., and running thence south 87° 13' west to the intersection with the Government meander line, thence south 22° 38' west on said meander line to the south boundary line of said lot one (1), thence easterly along the south line of said lot one (1) to the intersection with the west line of the Seattle & Montana Railway right of way, thence northerly along the west line of said right of way to the place of beginning, said portion of said tideland lot No. 1 being bounded by the Government meander line and the inner harbor line and the south boundary line of said lot No. 1 and the north boundary line of said upland description produced out in the same direction to the inner harbor line and containing an area of 2-/62/100 acres, more or less, according to the official map of Edmonds Tidelands on file in the office of the Commissioner of Public Lands at Olympia, Washington, together with right of easement granted by the Deed of the Washington Excelsior sheet no. 106

& Manufacturing Company, a corporation, which deed bears date November 21, 1906.

Except.

- (1) The land heretofore, to-wit, prior to the execution of the mortgage herein referred to, conveyed to the Seattle & Montana Railway Company for right of way and depot purposes and,
- (2) The land, situated on the westerly side of the Seattle & Montana Railway Company's right of way, leased to the Standard Mill Company and extending 400 feet southerly from the waterway projected Westerly from the end of Dayton Avenue in the town of Edmonds and lying west of the dyke along the shore of the Sound, and,
- (3) The land situated on the Westerly side of the Seattle & Montana Railway Company's right of way heretofore conveyed to the Pennsylvania Iron & Steel Co., a corporation, by deed recorded in Vol. 34 of Deeds, page 574, and,
- (4) The land situated on the westerly side of the Seattle & Montana Railway Company's right of way heretofore conveyed to the Washington Excelsior and Manufacturing Company, a corporation, by deed recorded in Vol. 101 of Deeds, page 301, of the records of Snohomish County, Washington.

V.

That said mortgage was by Frank R. Atkins as President of said defendant corporation and by George F. Meacham as Secretary of said defendant corporation duly acknowledged as prescribed by law upon December 3, 1910 so as to entitle the same to be recorded, and that thereafter upon December 21, 1910 said mortgage was filed for record in the Auditor's office of the above named Snohomish County and was duly recorded therein in Volume 82 of Mortgages at page 348.

VI.

That on or about February 25, 1913 the plaintiff paid to the Treasurer of Snohomish County, Washington the sum of Three Hundred Twenty-two and 12/100 Dollars (\$322.12) for taxes upon said mortgaged premises above described, which were then due and owing and which were a lien prior and superior to the lien of the said plaintiff by virtue of its said mortgage.

That on or about February 19, 1914 the plaintiff paid to the Treasurer of Snohomish County, Washington, the sum of \$1137.50 for special assessments upon said mortgaged premises above described, which were then due and owing and which were a lien prior and superior to the lien of the said plaintiff by virtue of its said mortgage.

That on or about February 20, 1914 the plaintiff paid to the Treasurer of Snohomish County, Washington, the sum of \$830.19 for taxes upon said mortgaged premises above described, which were then due and owing and which were a lien prior and superior to the lien

of the said plaintiff by virtue of its said mortgage.

That on or about September 30, 1914 the plaintiff paid to the Treasurer of Snohomish County, Washington, the sum of \$1029.78 for taxes upon said mortgaged premises above described, which were then due and owing and which were a lien prior and superior to the lien of the said plaintiff by virtue of its said mortgage.

That on or about September 29, 1914 the plaintiff paid to the Treasurer of Snohomish County, Washington the sum of \$39.48 for taxes upon said mortgaged premises above described, which were then due and owing and which were a lien prior and superior to the lien of the said plaintiff by virtue of its said mortgage.

That said defendant has wholly failed to re-pay said sums, or any part of said sums, or any of them, and that there is now due and owing from said defendant to said plaintiff the sum of \$322.12, together with interest thereon at the rate of seven per cent per annum from February 25, 1913; and the sum of \$1137.50, together with interest thereon at the rate of seven per cent per annum from February 19, 1914; and the sum of \$830.19, together with interest thereon at the rate of seven per cent per annum from February 20, 1914; and the sum of \$1029.78) together with interest thereon at the rate of seven per cent per annum from September 30, 1914; and the sum of \$39.48, together with interest thereon at the rate of seven per cent per annum from September 29, 1914;

VII.

That neither the whole nor any part of the principal of said premissory note has even been paid; that neither the whole nor any

part of the interest upon the said promissory note has ever been paid, excepting only that interest has been paid on said promissory note up to December 1, 1913; that there is now due and unpaid from the defendant to the plaintiff the sum of \$5,000.00 being the principal of said promissory note, together with interest thereon at the rate of twelve per cent per annum from December 1, 1913.

VIII.

That the sum of Five Hundred Dollars (\$500.00) is a reasonable sum to be allowed this plaintiff for attorneys' fees in this action, as in said promissory note and mortgage provided.

IX.

That the plaintiff now is and at all times herein mentioned has been the owner and holder of the said promissory note and mortgage.

X.

That no other proceedings are now pending at law or otherwise for the recovery of the amounts due upon the said promissory note or mortgage.

WHEREFORE, the plaintiff prays for judgment against the defendant as follows:

That it have and recover of and from the defendant, EDMONDS LAND COMPANY, a corporation, the sum of \$5,000, being the principal of said promissory note, together with interest thereon at the rate of twelve per cent per annum from December 1, 1913; besides the sum of \$322.12, together with interest thereon at the rate of seven per cent per annum from February 25, 1913; besides the sum of \$1137.50, together with interest thereon at the rate of seven per cent per annum from

sheet no. 110

February 19, 1914; besides the sum of \$830.19, together with interest thereon at the rate of seven per cent per annum from February 20, 1914; besides the sum of \$1029.78 together with interest thereon at the rate of seven per cent per annum from September 30, 1914; together with the sum of \$39.48, together with interest thereon at the rate of seven per cent per annum from September 29, 1914; besides the sum of \$500.00, a reasonable attorney's fee; besides its costs and disbursements herein;

2. That the said mortgage be ordered and decreed to be a first lien upon all of the said mortgaged premises to secure the payment of the amounts found due to the plaintiff, and that the said mortgaged property be sold according to law and the practice of this court to satisfy said amounts and that the proceeds of such sale be applied to the payment of the costs and disbursements of this action, including the expenses of such sale, and to the payment of the sums adjudged to be due to the plaintiff as aforesaid.

3. That the plaintiff have execution against the defendant, EDMONDS LAND COMPANY, a corporation, for any deficiency that may remain due after applying the proceeds of the sale of the mortgaged premises as hereinabove provided.

4. That the defendant, and every person claiming by, through, or under it, subsequent to the execution of said mortgage, be barred and foreclosed of all equity of redemption or other interest in the said mortgaged premises.

5. That the plaintiff or any party herein may become the purchaser
sheet no. |||

at such sale and that the Sheriff of the above named Snohomish County proceed to levy upon the said premises and to advertise the same forthwith upon receipt of an order of sale in this cause and that the purchaser of said property, or any part thereof, at the sale, be immediately let into possession of the said property, or any portion thereof,,so purchased by him or them.

6. That the plaintiff have such other and further relief as to the court may seem just, equitable and proper.

Wright, Kelleher & Caldwell

Attorneys for plaintiff.

Verified by George E. Wright, attorney for said plaintiff, on 15th of January, 1915 before John Kelleher, Notary Public in and for the State of Washington, residing at Seattle.

AFFIDAVIT OF SERVICE FILED FEB15 1915

STATE OF WASHINGTON
SS
COUNTY OF KING

HOWARD W. SANDERS, being first duly sworn, on oath deposes and says:

That he now is and at all times herein mentioned was, a citizen of the United States, a resident of the State of Washington, a suitable person to serve summons and complaint in the above entitled action, over the age of twenty-one years and not the plaintiff nor a party therein;

That he received the annexed summons upon the 21st day of January 1915 and personally served the same on Edmonds Land Company, a corporation, the defendant named in the said summons, by delivering to and sheet no. 112

leaving with George F. Meacham, Secretary of said Edmonds Land Company, a corporation, personally in King County, State of Washington a true and correct copy of said summons and therewith a true and correct copy of the complaint in the action named in said summons.

Howard W. Sanders

Subscribed and sworn to before me this 11th day of February 1915.

John Kelleher

Notary Public in and for the State of Washington, residing at Seattle.

SUMMONS FILED Feb 15 1915

AMENDED AFFIDAVIT OF SERVICE OF SUMMONS FILED - - - -

STATE OF WASHINGTON
SS.
COUNTY OF KING.

HOWARD W. SANDERS, being first duly sworn, upon oath, deposes and says:

That he now is, and at all times herein mentioned was, a citizen of the United States, a resident of the State of Washington, over the age of 21 years, competent to be a witness in the above entitled action, and not the plaintiff nor a party thereto;

That upon the 21st day of January, 1915, he personally served the summons in the above entitled action on EDMONDS LAND COMPANY, a corporation, the above named defendant, by delivering to and leaving with George F. Meacham, the secretary of said defendant, personally in King County, State of Washington, a true and accurate copy of said summons and therewith a copy of the complaint in the action named in sheet no. 113

said summons, and that the said George F. Meacham was then and there the secretary of said corporation.

Howard W. Sanders

Subscribed and sworn to before me this 30th day of November, A.D. 1917.

A.H. McIlwaine

Notary Public in and for the State of
Washington, residing at Seattle.

(Seal, Com. Expires Aug. 23, 1921)

ORDER GRANTING LEAVE TO AMEND AFFIDAVIT OF SERVICE FILED DEC 3 1917

This matter coming regularly on to be heard this day before the undersigned judge of the above entitled court upon the motion of the plaintiff herein for an order granting leave to file an amended affidavit of service in the above case showing service of summons upon the above named defendant upon the 21st day of January, 1915;

And it appearing to the court that Howard W. Sanders, a suitable and proper person, duly and regularly personally served the defendant by delivering to and leaving with George F. Meacham, the secretary of said defendant, a true and accurate copy of the summons and of the complaint in said action upon the 21st day of January, 1915, in King County, Washington, but that in making the affidavit of service the date of service was through mistake and error emitted;

And it appearing to the court that the plaintiff should be permitted to amend its said affidavit;

NOW, THEREFORE, it is hereby ORDERED that the plaintiff be, and
sheet no. 114

it hereby is, granted leave to file an amended affidavit of service in the above entitled cause, and it is further ORDERED that the affidavit shall be filed as of the date of February 15, 1915, the date when the former affidavit of service was filed.

Done in open court this 3rd day of December, 1917.

Ralph C. Bell
Judge.

MOTION FOR DEFAULT FILED FEB 15 1915

AFFIDAVIT OF JOHN KELLEHER FILED FEB 15 1915

ORDER OF DEFAULT FILED FEB 15 1915

This cause coming regularly on to be heard this day before the undersigned Judge of the above entitled court upon the motion of the plaintiff herein for the default of the defendant, EDMONDS LAND COMPANY, a corporation, (otherwise known as EDMUNDS LAND COMPANY);

And it appearing to the court that said defendant was duly and regularly served with summons and copy of the complaint personally within the State of Washington, in the manner provided by law, and that the time allowed by law for said defendant to appear and answer the complaint of the plaintiff or otherwise to appear or plead in said cause has expired, and that said defendant has wholly failed to appear and answer in the above entitled action or to serve any answer, motion, demurrer, notice of appearance or pleading whatsoever within the time allowed by law, or at all, and that said defendant is in default herein;

NOW, THEREFORE, it is hereby ORDERED and ADJUDGED that said defendant, EDMONDS LAND COMPANY, a corporation, (otherwise known as EDMUNDS LAND COMPANY) is in default, and it is further ORDERED that the default of said defendant be, and the same hereby is entered

115

14749-11

herein.

Done in open court this 15th day of February, 1915.

Ralph C. Bell
Judge

DECREE FILED FEB 15 1915

This cause having come regularly on to be heard upon the 15 day of February, 1915, before the undersigned, one of the judges of the above entitled court, upon the complaint of the plaintiff and the default of the defendant, EDMONDS LAND COMPANY, a corporation (otherwise known as EDMUNDS LAND COMPANY);

And the plaintiff appearing in open court by WRIGHT, KELLEHER & CALDWELL, its attorneys, and the defendant not appearing and evidence having been introduced and the court having heard the evidence and being fully advised in the premises;

And it appearing to the court that the defendant herein, EDMONDS LAND COMPANY, a corporation, (otherwise known as EDMUNDS LAND COMPANY) was duly and regularly served with summons and a copy of the complaint by personal service within the State of Washington and that said defendant has wholly failed to appear in said action in any manner whatsoever within the time allowed by law or at all and that the default of said defendant has been duly and regularly heretofore entered herein;

And it further appearing that all of the allegations of the complaint of the plaintiff herein are true and correct and that the sum of \$500.00 is a reasonable sum to be allowed said plaintiff for attorney's fees in said action and that the defendant, EDMONDS LAND
sheet no. 116

COMPANY, a corporation (otherwise known as Edmunds Land Company) is justly indebted to the plaintiff in the amounts set forth in said complaint, including attorney's fees as aforesaid, and that the mortgage described in said complaint is a valid lien upon all the property therein and hereinafter described to secure said sums and all of them and that said sums and all of them are due, owing and unpaid and that the court has jurisdiction over the defendant and over the subject matter of this action;

NOW, THEREFORE, upon motion of the plaintiff, it is hereby CONSIDERED, ORDERED, ADJUDGED and DECREED that the plaintiff, NETHERLANDS AMERICAN MORTGAGE BANK, a corporation, do have and recover of and from the defendant, EDMONDS LAND COMPANY, a corporation (otherwise known as Edmunds Land Company), the full sum of \$9790.96, inclusive of attorneys' fees, besides its costs and disbursements herein to be taxed, as provided by law, and that said judgment bear interest from the date hereof at the rate of ten per cent (10%) per annum until paid.

And on like motion, it is hereby CONSIDERED, ORDERED, ADJUDGED and DECREED that the mortgaged premises, a description of which is hereinbelow set forth, or so much thereof as may be necessary, together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, be sold according to law and the practice of this court, at public auction to the highest bidder for cash, subject to the right of redemption from such sale, as secured by law, to satisfy the foregoing judgment hereinabove rendered and the expenses of such sale, unless such judgment shall be sooner sheet no. 119

satisfied, and that the proceeds of such sale be applied first to the payment of the expenses thereof and next to the satisfaction of the amounts due the plaintiff, including interest, costs, and attorneys' fees and that if any balance then remains in the hands of the sheriff that the same be paid into the court for the benefit of the parties thereunto entitled. That an order of sale for the sale of the said mortgaged premises be issued according to law and pursuant to this judgment, directed to sheriff of the said SNOHOMISH COUNTY, State of Washington, and that the said sheriff proceed to advertise and sell forthwith the said mortgaged premises; that before making such sale, the sheriff give notice thereof in the manner provided by law and that upon making the sale, the sheriff give to the respective purchasers of said property conveyances or certificates of sale, as prescribed by law, and that after due confirmation of such sale and the expiration of the time, if any, allowed by law, for redemption therefrom, the said sheriff or any successors in office, in case no redemption shall have been made, execute and deliver to the purchaser ~~to~~ purchasers of said property or to such person as may have succeeded to the rights of such purchaser or purchasers, deeds and conveyances to said property so purchased in accordance with law and the practice of this court;

And it is further CONSIDERED, ORDERED, ADJUDGED and DECREED that the purchaser or purchasers of said property be immediately upon said sale let into the possession of the property so purchased by him or them and that the defendants or any of them having possession of said property or any part thereof do yield up to the respective purchaser

sheet no. 116

or purchasers at said sale the said property so purchased by him or them.

And it is further CONSIDERED, ORDERED, ADJUDGED and DECREED that the defendant, EDMONDS LAND COMPANY, a corporation, (otherwise known as Edmunds Land Company) and all persons claiming by, through or under them or any of them, be barred and foreclosed by this decree and the sale herein directed to be made, when the sale shall have been made of all right, title, interest, lien, claim or equity of redemption in and to said mortgaged premises and every part thereof, subject, however, to the right of redemption after said sale, according to law.

And it is further CONSIDERED, ORDERED, ADJUDGED and DECREED that if the proceeds of said sale be insufficient to satisfy the amounts found due to the plaintiff, that further execution issue upon this judgment against said defendant, EDMONDS LAND COMPANY, a corporation (otherwise known as Edmunds Land Company) in favor of the plaintiff to satisfy the judgment hereinabove rendered.

The following is a description of the mortgaged premises, hereinabove referred to, situate in SNOHOMISH COUNTY, WASHINGTON, to-wit:

All of the northwest quarter of the northeast quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$) of section 26, and lot 1 of said sec. 26 and also lot 3, sec. 23, all in Twp. 27 N. R. 3 E.W.M.;

Also all that portion of tide lands lot No. 1 in front of Sec. 26, Twp. 27 N. R. 3 E.W.M., lying in front of the following described upland. Beginning at a point on the westerly line of Seattle and

Montana Railway right of way, 952 feet southerly (measured along the west line of said right of way) of the intersection of the said right of way and the south line of sec. 23, Twp. 27 N. R. 3 E.W.M. and running thence south 87° 13' west to the intersection with the Government meander line, thence south 22° 38' west on said meander line to the south boundary line of said lot 1, thence easterly along the south line of said lot 1 to the intersection with the west line of the Seattle & Montana Railway right of way, thence northerly along the west line of said right of way to the place of beginning, said portion of said tideland lot No. 1 being bounded by the Government meander line and the inner harbor line and the south boundary line of said lot No. 1 and the north boundary line of said upland and containing an area of 2-62/100 acres, more or less, according to the official map of Edmonds Tidelands on file in the office of the Commissioner of Public Lands at Olympia, Washington, together with right of easement granted by the deed of the Washington Excelsior & Manufacturing Company, a corporation, which deed bears date November 21, 1906;

Except:

1. The land heretofore, to-wit, prior to December third, 1910, conveyed to the Seattle and Montana Railway Company for right of way and depot purposes, and,
- 2 $\frac{1}{4}$ the land situated on the westerly side of the Seattle and Montana Railway Company's right of way leased to the Standard Mill Company and extending 400 feet southerly from the water way projected westerly from the end of Dayton Avenue in the town of Edmonds and lying west of the dyke along the shore of the Sound, and,
3. The land situated on the westerly side of the Seattle & Montana sheet no. 120

RAILWAY Company's right of way heretofore conveyed to the Pennsylvania Iron & Steel Co., a corporation, by deed recorded in Vol. 34 of Deeds, page 574, and,

4. The land situated on the westerly side of the Seattle & Montana Railway Company's right of way heretofore conveyed to the Washington Excelsior and Manufacturing Co., a corporation, by deed recorded in Vol. 101 of Deeds, page 301 of the records of Snohomish County, Wash.

TOGETHER WITH All improvements and appurtenances whatsoever upon or appurtenance thereof, including plumbing, heating, gas and electric fixtures and appliances.

Done in open court this 15th day of February, 1915.

Ralph C Bell
Judge

COST BILL FILED FEB 15 1915

ORDER OF SALE FILED FEB 15 1915

Sheriff of said County certifies that he levied on Feb. 15, on the property described in said mortgage, under and by virtue of a Judgment rendered in favor of the Plaintiff herein against the Defendant, in the sum of \$9,790.⁹⁶ together with certain costs and interests. SHERIFF'S RETURN OF SALE FILED Apr 3, 1915.

Said Sheriff of said county states that under and by virtue of said order of sale, and by Notice duly published according to law and under Posting of Notices concerning the said sale, setting forth the time and place of the sale he did on Mar. 20, 1915 at 10 o'clock A.M. at the said time and place sell the said property described in the said mortgage and in the said complaint to the plaintiff

herein for \$9,906.76 being the highest and best bid made therefor,
 AFFIDAVIT OF PUBLICATION FILED + + + - -

STATE OF WASHINGTONss

COUNTY OF SNOHOMISH.

THEO HEGDAHL being first duly sworn, says that he is the publisher of the Everett Morning Tribune, a newspaper printed and published at Everett, in Snohomish County, Washington; that it is a newspaper of general circulation in said County and State, and that the Notice of Sheriff's Sale of Real Property a printed copy of which is hereto annexed as published in said newspaper proper, and not in supplement form, and in the regular and entire issue of said paper, once each week for a period of 5 consecutive weeks, commencing on the 19th day of February 1915, and ending on the 19th day of March 1915 and that said newspaper was regularly distributed to its subscribers during all of said period.

Theo Hegdahl

Subscribed and sworn to before me this 19th day of March 1915.

- - - - -

Notary Public in and for the State of Washington, residing
 at Everett, Washington.

NOTICE OF SHERIFF 'S SALE OF REAL PROPERTY.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON, IN AND FOR THE
 COUNTY OF SNOHOMISH.

Netherlands AMERICAN Mortgage Bank, a Corporation, Plaintiff, vs.
 Edmonds Land Company, a Corporation (otherwise known as Edmonds Land
 Company), Defendant.

By virtue of an order of sale issued out of the above entitled court on the 15th day of February 1915, by the clerk thereof in the above entitled cause and to me as sheriff directed and delivered:

Notice is hereby given, that I will proceed to sell at public auction to the highest bidder for cash at ten o'clock, a.m. on the 20th day of March, 1915, before the courthouse door of said Snohomish County, City of Everett, State of Washington, the following described property, situate in said Snohomish County, State of Washington, to-wit:

All of the northwest quarter of the northeast quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$) of section 26, and lot 1 of said section 26, and also lot 3, section 23, all in Twp. 27 N. R. 3 E.W.M.

Also all that portion of tide lands lot No. 1 in front of Sec. 26 Twp. 27 N. R. 3 E.W.M. lying in front of the following described upland. Beginning at a point on the westerly line of Seattle and Montana Railway right of way 952 feet southerly (measured along said west line of said right of way), of the intersection of the said right of way and the south line of Sec. 23, Twp. 27 N. R. 3 E.W.M. and running thence south 87 degrees 13 minutes west to the intersection with the government meander line, thence south 22 degrees 38 minutes west on said meander line to the south boundary line of said lot 1, thence easterly along the south line of said lot 1 to the intersection with the west line of the Seattle and Montana Railway right of way, thence northerly along the west line of said right of way to the place of beginning, said portion of said tideland lot No. 1 being bounded by the government meander line and the inner harbor line and the south boundary line of said lot N / 23

line of said lot No. 1 and the north boundary line of said upland description produced out in the same direction to the inner harbor line and containing an area of 2-62 100 acres, more or less, according to the official map of Edmonds Tidelands on file in the office of the Commissioner of Public Lands at Olympia, Washington, together with right of easement granted by the deed of the Washington Excelsior & Manufacturing Company, a Corporation, which deed bears date November 21, 1906;

Except:

- (1) The land heretofore, to-wit: prior to December 3rd, 1910, conveyed to the Seattle & Montana Railway Company for right of way and depot purposes, and,
- (2) The land situated on the westerly side of the Seattle & Montana Railway Company's right of way leased to the Standard Mill Company and extending (400) feet southerly from the water way projected westerly from the end of Dayton Avenue in the town of Edmonds and lying west of the dyke along the shore of the Sound, and,
- (3) The land situated on the westerly side of the Seattle & Montana Railway Company's right of way heretofore conveyed to the Pennsylvania Iron & Steel Co. a corporation by deed recorded in Vol. 34 of Deeds, page 574, and,
- (4) The land situated on the westerly side of the Seattle & Montana Railway Company's right of way heretofore conveyed to the Washington Excelsior & Manufacturing Company, a corporation, by deed recorded in Vol. 101 of Deeds, page 301 of the records of Snohomish County, Wash.

Together with all improvements and appurtenances whatsoever upon sheet no. 124

or appurtenant thereto, including plumbing, heating, gas and electric fixtures and appliances.

Dated this 15th day of February, 1915.

Donald Mc Rae

Sheriff of Snohomish County, Washington.

By J. L. Allen, Deputy Sheriff

Wright, Kelleher & Caldwell,

Attorneys for Plaintiff.

402 Burke Building, Seattle, Wash.

Date of first publication, February 19, 1915

ORDER OF SALE FILED Apr 3, 1918

(Said Order of Sale filed is the original Order of Sale issued to the Sheriff in the above described proceedings, and no further statement is made concerning the contents thereof except to state that the above mentioned order of sale, first above given is a carbon copy of this original.)

ORDER CONFIRMING SHERIFF'S SALE FILED APR 22 1915

This cause having come regularly on to be heard upon the motion of the plaintiff herein by Wright, Kelleher & Caldwell, its attorneys, for confirmation of that certain sale of real estate made in the above entitled cause by the sheriff of Snohomish County, Washington, upon the 20th day of March, 1915, whereby the property described in the complaint in said cause was by the said sheriff sold to Netherlands American Mortgage Bank;

And it appearing to the court that due notice of the said sale was given as required by law and that the price realized at the said sheet no 125

14749-21

sale was fair and that all proceedings with respect thereto were regular and that no objections whatsoever thereto have been filed;

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that the sale be, and the same hereby is in all respects confirmed.

Dated at Everett, Washington, this 22nd day of April, 1915.

Ralph C. Bell
Judge

156

Inst. No. 140

Office No. 308

Netherlands American Mortgage
Bank, a corporation

vs.

Edmonds Land Company, a corporation (otherwise known as
Edmunds Land Company)

Order of Sale No. 14749

Filed Feb. 15, 1915, 4:46 P.M.

208233 Writ of Attach. 253

The amount of this Order of Sale
is \$9790.96 with interest and
costs.

Affects the following described lands, situate in Snohomish
County, Washington:

(Other lands not affected by this abstract)

And also lot 3 Sec. 23, all in Twp. 27 North, Range 3 E.W.M.

Except:

1. The land heretofore, to-wit prior to Dec. 3, 1910 conveyed to the
Seattle and Montana Railway Company for right of way and depot purposes, and,
2. The land situated on the Westerly side of the Seattle & Montana
Railway Company's right of way, leased to the Standard Mill Company
and extending 400 feet Southerly from the water way projected Westerly
from the end of Dayton Avenue in the town of Edmonds, and lying
West of the dyke along the shore of the Sound, and,
3. The land situated on the Westerly side of the Seattle & Montana
Railway Company's right of way heretofore conveyed to the Pennsylvania
Iron & Steel Co. a corporation, by Deed recorded in Vol. 34 of deeds
page 574, and,
4. The land situated on the Westerly side of the Seattle & Montana
sheet no. 12-17

Railway Company's right of way heretofore conveyed to the Washington
Excelsior and Manufacturing Co. a corporation, by deed recorded in
Vol. 101 of Deeds, page 301 records of Snohomish County, Washington.

Donald McRae, as Sheriff
of Snohomish County, Wash-
ington.

Sheriff's Deed
Dated Apr. 28, 1916
Filed May 6, 1916, 10:10 A.M.

to

Vol. 135 Deeds, page 145

Netherlands American Mortgage Cons. \$9906.71

Bank - - -

Recites that by virtue of an order of sale issued out of the Superior Court of Snohomish County, Washington, in the action of Netherlands American Mortgage Bank- - plaintiff against Edmonds Land Company, defendant, attested Feb. 15, 1915 directed and delivered to the said sheriff commanding him to sell the hereinafter described property at public auction according to law, to satisfy said judgment, and

Whereas in pursuance of said order of sale the said sheriff did levy on and on Mar. 20, 1915 at 10 o'clock A.M. at the Court house door in said County did sell the said property at public auction according to law after due and legal notice, to second party herein who was the highest and best bidder therefor for the sum of \$9906.71 the whole price paid therefor, and

Whereas the said Court on Apr. 22, 1915 confirmed said sale, and whereas the time allowed by law for the redemption of said property has expired without such redemption having been made,

Now, therefore, first party in pursuance of said order of sale and the statute in such cases made and provided and in consideration of the payment of said sum of money, the receipt of which is hereby

acknowledged, grants, bargains, sells, conveys and confirms unto second party, heirs and assigns, lands in said order of sale described as:

(Lands not affected by this abstract)

Also Lot 3, Sec. 23, all in Twp. 27 North of Range 3 East W.M.

And Lot 1, Sec. 26, Twp. 27 North Range 3 E.W.M. and tide lands as follows:

Beginning at a point on the westerly line of Seattle & Montana Railway right of way 952 feet southerly (measured) along said west line of said right of way of the intersection of the said right of way and the south line of Sec. 23, Twp. 27 North Range 3 E.W.M. and running thence south $87^{\circ} 13'$ West to the intersection with the government meander line, thence south $22^{\circ} 38'$ west on said meander line to the south boundary line of said Lot 1, thence easterly along the south line of said Lot 1 to the intersection with the west line of the Seattle & Montana Railway right of way, thence northerly along the west line of said right of way to the place of beginning; said portion of said tideland Lot No. 1 being bounded by the government meander line and the inner harbor line and the south boundary line of said Lot 1 and the north boundary line of said upland description produced out in the same direction to the inner harbor line and containing an area of $2-62/100$ acres more or less, according to the official map of Edmonds Tide lands on file in the office of the Commissioner of Public Lands at Olympia, Washington, together with right of easement granted by the sheet no. 130

deed of the Washington Excelsior & Manufacturing Company, a corporation, which deed bears date of November 21, 1906; Except

1. The land heretofore, to-wit: prior to December 3, 1910, conveyed to the Seattle & Montana Railway Company for right of way and depot purposes; and

2. The land situated on the Westerly side of the Seattle & Montana Railway Company's right of way leased to the Standard Mill Company and extending 400 feet southerly from the water way projected westerly from the end of Dayton Avenue in the Town of Edmonds and lying west of the dyke along the shore of the Sound, and

3. The land situated on the westerly side of the Seattle & Montana Railway Company's right of way heretofore conveyed to the Pennsylvania Iron & Steel Co., a corporation, by deed recorded in Vol. 34 of Deeds, page 574; and

4. The land situated on the westerly side of the Seattle & Montana Railway Company's right of way heretofore conveyed by the Washington Excelsior and Manufacturing Co. a corporation, by deed recorded in Vol. 101 of Deeds, page 301, of the records of said County.

situated in Snohomish County, State of Washington.

Ack. Apr. 28, 1916 before J. L. Allen, Notary Public in and for Washington, residing at Everett, by said Sheriff as his official act.

(Seal, Com. Expires Jan. 2, 1920)

Appended is the certificate of the Clerk of said Court to the effect that on May 6, 1916 he entered the foregoing deed in his book of levies of real estate where the levy of the foregoing described property is recorded.

(Seal of Superior Court)

\$10.10 revenue stamp cancelled.

Washington-Excelsior &
Manufacturing Company, a corp-
oration, By A. J. Campbell,
President, By J. L. Taylor,
Secretary

Easement

Dated Nov. 21st, 1906
Filed June 25, 1909, 8:26 A.M.
Vol. 32 Misc. page 356
Cons. \$1.00 and other value

to

Frank R. Atkins

First party, grants, bargains, sells and conveys unto second party, heirs and assigns, the easement upon and across the lands situated in the County of Snohomish, State of Washington, and described as:

All that part of section 23, in Twp. 27 North of Range 3 East -- lying North of the following described line, to-wit: Beginning at a point 279 feet north of the intersection of the south line of said section 23, and the center line of the right of way of the Seattle and Montana Railroad right-of-way and running North 51° 43' West to the shore of Puget Sound and which also lies West of the land of the Seattle and Montana Railroad heretofore conveyed to it by grantor's predecessors in title and which also lies southerly of the land heretofore leased by grantor's predecessors in title to the Standard Mill Company-; also all that portion of tide land lot No. 3 of Edmonds Tide Lands which lies in front of, adjacent to and abutting upon the upland hereinabove described.

To maintain the ditch and drain now on the said lands and the tide gate or waste gate at the outlet of said ditch or drain and to enter upon said lands to repair the said ditch, drain and waste gate or tide gate.

It is hereby agreed that the said first party may change the location of the said ditch or drain and the said tide gate or waste gate to any other location where it will do its work as effectively as the present drain, ditch tide gate or waste gate as now located; if said ditch, drain and gate is changed it shall be re-built at the expense of the first party, its successors or assigns and shall be in every way as good and substantial a ditch, drain and gate as the present one;

It is further agreed that the second party in the event of said change shall have the same easement in the new location as across the land above described.

It is further agreed that the easement hereby granted is for the benefit of the land now owned by the second party, and the said easement shall run with the land owned by the second party and shall bind the said land owned by first party hereinbefore described, or any other land to which the said ditch, drain or gate shall be removed.

The easement hereby conveyed shall become null and void and shall absolutely cease whenever another drain sewer or conduit shall be constructed which will effectively drain or provide for the drainage to the Sound of the water upon the said land to the second party.

Wash-Excelsion & Mfg Co.

By A. J. Campbell, President
(Corporate Seal)

By J. L. Taylor, Secretary

Ack. Nov. 21st, 1906 before Alpheus Byers, Notary Public, residing at Seattle, Washington, by said officers for said corporation.

(Seal, Com. Expires Jan. 7, 1910)

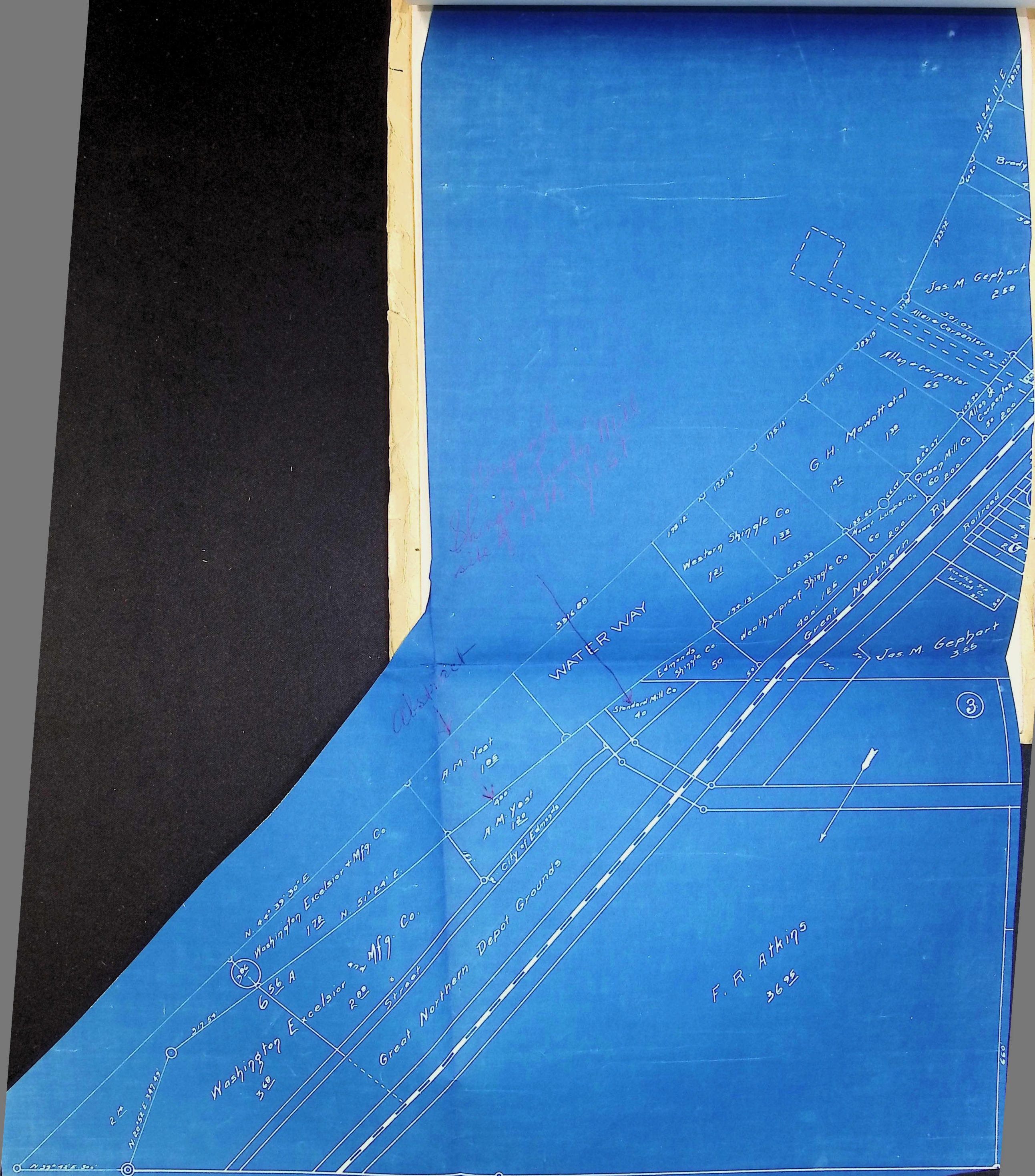
43

The following
sheets will help locate
land shown herein

ANDERSON GUARANTEED ABSTRACT CO.
EVERETT, WASH.

134

sheet no. 135



Inst. No. 44

Office No. 65

John W. Lyke and Esther

Quit Claim Deed

M. Lyke, his wife,

Dated Jan. 24, 1906

to

Filed Sept. 21, 1907, 8:7 A.M.

The Town of Edmonds

Vol. 109 Deeds, page 78

Cons. \$1.00

First parties release, remise and quit claim to second party,
heirs and assigns, land in Snohomish County, Washington, described as:

Commencing at the intersection of the South side of Dayton Street
in the Town of Edmonds with the West right-of-way of the Great Northern
Railroad, thence Southerly along said right-of-way 450 feet, thence
West at right angles 30 feet, thence Northerly and parallel with said
right-of-way 450 feet to South side of Dayton Street, thence Easterly
to place of beginning.

Ack. Jan. 31, 1906 before Barnet Van Buren, Notary Public in and
for Illinois, 1251 Madison Street, Chicago, Illinois.

(Seal, Com. Expires Apr. 7, 1906)

J. W. Lyke, Esther Lyke,
his wife,

Quit Claim Deed

Dated Dec. 31, 1901

to

Filed Feby. 15, 1902, 8:06 A.M.

Town of Edmonds, a corpora-
tion.

Vol. 66 Deeds, Page 592

Cons. \$1.00

First parties release, remise and quit claim unto second party,
heirs and assigns lands in Snohomish County, Washington, described as:

A strip of land 60 feet in width being 30 feet on each side of the following described center line, Commencing at a point 1325.3 feet North of the Sec. corner of Secs. 23, 24, 25 and 26 Twp. 27 North of Range 3 East, and known as the initial point of the survey of the old and new town of Edmonds, Washington, thence South on the same line 304.47 feet, to the intersection of the center of Fifth Street and Dayton Street, the true place of beginning, thence at an angle of 90° running due West 2085.17 feet to the point of intersection, on the right of way of the Great Northern Railway, thence at an angle 30° 25' to the right 232.85 feet, to top of a dyke being the West line of the Great Northern Railway right of way, thence 20° 45' to the right to the meander line being a continuation of Dayton Street of the said town of Edmonds.

If said land is not so used or is ever abandoned by said city as a street the said lands are to revert to first party heirs and assigns. Ack. Dec. 31, 1901 before Barent Van Buren, Notary Public in and for Cook County, Illinois, residing at Chicago.

(S e a l)

Inst. No. 46

Office No. 574

Wm. H. Hamlin and Marie

Warranty Deed

A. Hamlin, his wife,

Dated Aug. 3, 1894

to

Filed Aug. 8, 1894, 1:05 P.M.

The Pennsylvania Iron &

Vol. 34 Deeds, page 574

Steel Company, a corporation

Cons. \$1.00

First parties grant, bargain, sell, convey and confirm unto second party, successors and assigns, lands in Snohomish County, Washington, described as:

All land in Sec. 23, Twp. 27 North of Range 3 E.W.M. lying West of Seattle & Montana Railway and South of the following described line; From a point 279 feet North of the intersection of the Section line between Sec. 23 and 26 Twp. 27 North of Range 3 East, and the center line of Seattle & Montana Railroad said point being also the center of said Seattle & Montana Railroad track; thence running North 51° 43' West to the chore of Puget Sound, containing 4 acres.

(Other lands not affected by this abstract)

Ack. Aug. 3, 1894 before A. M. Prichard, Notary Public in and for Washington, residing at Edmonds.

(Seal, Com. Expires April 8, 1895)

Inst. No. 47

Office No. 456

William H. Hamlin, single

Warranty Deed

to

Dated Feb 10, 1900

Allen M. Yost

Filed March 8, 1900, 10 A.M.

Vol. 51 Deeds, page 456

Cons. \$4200.00

First party grants, bargains, sells, conveys and confirms unto second party, heirs and assigns, lands in Snohomish County, Washington, described as:

Beginning at a point on the West line of the right-of-way of the Seattle & Montana Railway where the North line of lot 3 crosses said right-of-way; thence South along said line of right-of-way 250 feet to the street; thence North 38° 37' West to the meander line of Puget Sound; thence Northerly along the said meander line of Puget Sound to the Northwest corner of said Lot 3 of Sec. 23, Twp. 27 North of Range 3 East; thence East to the place of beginning.

Covenants of General Warranty.

Ack. Feb. 10, 1900 before Wm. Brackett, Justice of the Peace,
Edmonds, Snohomish County, Washington.

Revenue 50¢

sheet no. 138

Allen M. Yost and Amanda

Mortgage

C. Yost, his wife,

Dated Mar. 15, 1901

to

Filed Mar. 16, 1901, 8:34 A.M.

The Scandinavian American

Vol. 38 Mtgs. page 315

Bank of Seattle, Washington,

a corporation.

Mortgages lands in Snohomish County, Washington, described as:

All of the Southeast $\frac{1}{4}$ of Sec. 26 and Northeast $\frac{1}{4}$ of Sec. 35
all in Twp. 27 North, Range 3 E.W.M. Also beginning at a point on the
West line of the right of way of the Seattle & Montana Railroad
where the North line of Lot 3 Sec. 23, Twp. 27 North of Range 3 E.W.M.
crosses said right of way, thence South along the line of said right
of way 250 feet to the Street; thence North $38^{\circ} 37'$ to the meander line
of Puget Sound; thence Northerly along said meander line of Puget Sound
to the Northwest corner of said Lot 3 of Sec. 23 Twp. 27 North Range 3
E.W.M. thence East to the place of beginning.
to secure the payment of \$2500.00

Properly executed.

Inst. No. 49

Office No. 71

The Scandinavian American
Bank a corporation, A.
Chilberg, President,
J F. Lane, Assistant Secre-
tary

Release
Dated June 12, 1901
Filed June 20, 1901, 10:10 A.M.
Vol. 41 Mtgs. page 143
10¢ revenue cancelled.
Cons. \$2500.00

to

Allen M. Yost, Amanda C.

Yost, his wife.

Certifies that a mortgage executed by second parties to first party herein, to secure the payment of Twenty-five Hundred Dollars dated March 15, 1901, and recorded in Vol. 28 of Mortgages on page 135, upon the premises therein described

All of Southeast $\frac{1}{4}$ of Sec. 26 and Northeast $\frac{1}{4}$ of Sec. 35.
All Tp. 27 North, Range 3 East, also beginning at point on West line of Right-of-Way of Seattle & Montana Railway where the North line of lot 3, Sec. 23, Twp. 27 North, Range 3 East crosses said right-of-way thence South along the line of said Right-of-Way 250 feet to the street thence North $38^{\circ} 37'$ West to the meander line of Puget Sound thence northerly along the said meander line of Puget Sound to Northwest corner of said lot of Sec. 23 Tp. 27 North, Range 3 East, thence East to place of beginning, situated in Snohomish County, Washington, is fully paid, satisfied and discharged.

(Seal of Scandinavian American Bank)

Ack. June 12, 1901 before A. J. Tennant, Notary Public in and for Washington, residing at Seattle by President and Assistant Secretary as act of said bank. (Seal, com. expires. June 13, 1903)

Inst. No. 50

Office No. 83

Allen M. Yost, Amanda

Warranty Deed

C. Yost, his wife,

Dated Dec. 31, 1904

to

Filed Jany. 16, 1905, 8:21 A.M.

Standard Mill Company,

Vol. 93 Deeds, Page 83

a corporation.

Cons. \$10.00 and stock of second party
to extent of 17000 shares.

First parties grant, bargain, sell, convey and confirm unto second party, heirs and assigns, lands in Snohomish County, Washington, described as:

Beginning at a point on the West line of the right of way of Seattle & Montana Railroad, where the North line of Lot 3, Sec. 23, Twp. 27 North, Range 3 E.W.M. crosses said right of way, thence South along the line of said right of way 250 feet to the street, thence North 38° 37' West to the meander line of Puget Sound, thence Northerly along the said meander line of Puget Sound to the Northwest corner of said lot 3 Sec. 23, Twp. 27 North, Range 3 E.W.M. thence East to place of beginning.

Covenants of General Warranty.

Ack. Dec. 31, 1904, before T. N. Tallentine, Notary Public for Washington, residing at Seattle.

(Seal, Com. Expires Apr. 3, 1905)

Inst. No. 51

Office No. 198

State of Washington, By	Deed
Albert E. Mead, Governor,	Dated Feb. 1, 1907
Attest: Ben R. Fish,	Filed Mar. 14, 1907, 2:39 P.M.
Assistant Secretary of State	Vol. 104 Deeds, page 218
to	Cons. \$230.30

W. H. Schumacher

First party grants, bargains, sells and conveys to second party, heirs and assigns, lands in Snohomish County, Washington, described as:

All that portion of tide land Lot #3 in front of Sec. 23 Twp. 27 North, Range 3 E.W.M. described as follows:

Beginning at the meander corner to Secs. 23 and 26 Twp. 27 North, Range 3 E.W.M. Thence along the meander line North 20° 52' East 347.43 feet, Thence North 51° 24' East 317.54 feet, Thence North 51° 43' West to a point on the inner harbor line thence South 44° 59' West along the inner harbor line to the Southwest Corner of tide land Lot 3 thence North 89° 42' East 300 feet to place of beginning, Containing 2.14 acres, more or less, Also all that portion of tide land Lot 1 in front of Sec. 26, Twp. 27 North, Range 3 E.W.M. lying in front of the following described upland: Beginning at a point on the Westerly line of the Seattle & Montana Railway Right of Way 702 feet South of the intersection of said right-of-way and the South line of Sec. 23, Twp. 27 North, Range 3 East W.M. and running thence South 87° 15' West to intersection with the Government Meander line thence North 22° 38' East along said meander line to the meander sheet no. 152

corner to Secs. 23 and 26 Thence North 89° 42' East along the Section line to intersection with the West boundary line of the Seattle & Montana Railway right-of-way thence Southerly along the West line of said Right-of-Way to place of beginning said portion of tide land Lot #1 being bounded by the Government ^{meander} line and the inner harbor line and the North boundary line of said Lot #1 and the South boundary line of said upland description produced out in the same direction to the inner harbor line and containing an area of 3.49 acres more or less, according to the official map of Edmonds Tide Lands on file in the office of Commissioners of Public lands at Olympia Washington. Subject to any liens created by the Legislature of the State of Washington.

State Record of tide land Deeds Vol. 8 Page 100

Albert E. Mead, Governor

Attest: Ben R. Fish, Assistant Secretary of
State.

- - - C e r t i f i c a t e - - -
- - - -

We hereby certify that the foregoing abstract of title, comprising instruments numbered one to 51 consecutively and consisting of 153 sheets, shows all instruments filed or recorded in the office of the County Auditor of Snohomish County, Washington, and all proceedings had in any Court of record holding terms in said County affecting the title to the following described real property, to-wit:

Beginning at the SE corner of the Government Water-way located in front of the town now city of Edmonds, situated on the meander line, thence running 400 feet south 51° 23' west, thence 153 feet south 38° 37' east to the true point of beginning; thence on a line running north 38° 37' west to the point of intersection with the inner Harbor line; thence north along the inner Harbor line to intersect the SW corner of the "Water-Way" thence SEly along the South Water-way to the SE corner thereof, thence North Easterly along the Easterly line to Dayton Street, thence SEly to a point 30 feet Westerly of the G. N. R.R. right of way, thence SWly parallel to said railroad and 30 feet distant therefrom to the place of beginning, being a tract in Lot 3 and in the Tide Lands in front thereof, in Sec. 23, Twp. 27 North, Range 3 East W.M. Situated in Snohomish County, Washington.

We further certify that there are no unsatisfied judgments entered against any grantee named in the within abstract affecting the title to said property, as shown by the Judgment Indices of the Superior Court of the State of Washington, in and for Snohomish County.

We further certify that there are no due and delinquent taxes on said premises, or unredeemed sales thereof for delinquent taxes shown by the tax rolls of the said Snohomish County in the office of the County Treasurer thereof. Except taxes \$103.45 for the year 1917.

We do not certify as to any taxes or assessments for local improvements on said property shown by the records of the city of Edmonds.

This certificate is up to and including this eighth (8) day of March, nineteen hundred eighteen (1918) at eight (8) o'clock A.M.

13142 154 ANDERSON GUARANTEE ABSTRACT COMPANY.

13142

ABSTRACT OF TITLE

TO
Tracy David
W of G. W. of
Dayton Placed Under
way, 400' W to Deep
water in lot 3 of
23 1st 27th 32.
Snohomish County, Wash.

MADE FOR

W. M. Young, Estate.

ANDERSON GUARANTEE ABSTRACT CO.

STOKES BLOCK

Corner Hewitt and Wetmore Avenues
EVERETT, WASH.

Ray, The  Printer

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